

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF AGRICULTURE
AND
THE GENERAL SERVICES ADMINISTRATION**

USDA/GSA Conexus MOU FY22 v01

1. Scope

- 1.1.** This Memorandum of Understanding (MOU) is between the US Department of Agriculture (USDA), Office of the Chief Information Officer (OCIO), Digital Infrastructure Services Center (DISC), and the General Services Administration (GSA), Federal Acquisition Service (FAS). This MOU provides for computer processing, telecommunications, Conexus application development and technical services needed to support the Conexus program.

2. Effective Date

- 2.1.** This MOU becomes effective when signed by the responsible officials of GSA and USDA. The intended duration of this MOU is October 1, 2021 through September 30, 2022 and will remain in effect unless:
- 2.1.1.** Altered or modified with the written consent of both parties, or
 - 2.1.2.** Terminated by either party, provided 180 days written "Notice of Termination" is given to the second party, or
 - 2.1.3.** The parties complete a new MOU.
- 2.2.** Should GSA notify USDA of its desire to terminate the agreement with less than 180 days remaining in any fiscal year, GSA agrees to fund the agreement into the following fiscal year to the extent required. If USDA incurs costs due to GSA's failure to give the requisite notice of its intent to terminate the IAA, GSA shall pay any actual costs incurred by USDA as a result of the delay in notification, provided such Time and Material (T&M) costs are directly attributed to the failure to give notice.

3. Funding

3.1. Conexus formally known as Network Services Future Systems (NSFS)

- 3.1.1.** All work performed by USDA will be in accordance with the reimbursement terms detailed in this section.
- 3.1.2.** ACT Number: TX0003405
- 3.1.3.** The ACT number must be referenced in all billing documents.
- 3.1.4.** O&M Funding will use LOA: 2022-A-00-285X-IT39-Q00T3CL0-AF200-TS1404
- 3.1.5.** DME Funding will use LOA: 2022-A-00-285X-IT20-Q00T3C00-AR107-TS1404 Telecommunication Reserve
- 3.1.6.** Fiscal Year 2022 amount: **\$ 8,143,154.00** October 1, 2021 through September 30, 2022. This amount consists of base funding and will be executed in full with this agreement. The Optional funding pool may be executed in part or whole throughout the year via IAA updates.
- 3.1.7.** O&M
 - 3.1.7.1.** O&M Base Funding: \$ 3,682,722.70
 - 3.1.7.2.** O&M Option Funding Pool: \$ 3,673,125.29
- 3.1.8.** DME
 - 3.1.8.1.** DME Base Funding: \$ 388,270.21
 - 3.1.8.2.** DME Option Funding Pool: \$ 399,035.80

4. Project Personnel

- 4.1. USDA will assign a Technical Project Manager who will be responsible for the coordination and quality of services under this agreement. The Technical Project Manager for this agreement for fiscal year 2022 will be Andre Owens, Applications Solutions Division (ASD). Mr. Owens may be reached on (970) 632-0587. The GSA Office of Telecommunications Services (OTS) Systems Director is Freddie Morris. Freddie Morris may be reached on (202) 207-6134.

5. GSA Agrees to:

- 5.1. Reimburse USDA for all computer processing and Automatic Data Processing (ADP) charges for services rendered by USDA under this MOU and subsequent Task Orders at the rates listed in the OCIO DISC Service Catalog.
 - 5.1.1. Catalog:
<https://new.cloudvault.usda.gov/index.php/s/qgDEKdsEnrf8a4C?path=%2FSer vice%20Catalog>
 - 5.1.2. GSA understands the current EAS support contract is ending and is going through the process of procurement for the next contract. Any estimated costs beyond this date are based on estimated, unfinalized labor rates and will be subject to change based on the outcome of the EAS support services acquisition.
- 5.2. Complete interagency Agreement 7600A & 7600B, which is the official financial agreement used by USDA.
- 5.3. Appoint in writing the person(s) authorized to:
 - 5.3.1. Issue and approve requests submitted under the conditions and terms of this MOU.
 - 5.3.2. Review and certify the monthly billing statement.
- 5.4. Comply with the operational procedures, policies, standards, and conditions of service documented in the OCIO DISC Service Catalog.
- 5.5. Retain the titles to all GSA documentation that are provided to the USDA support sites at Fort Collins, Colorado and Kansas City, Missouri.
- 5.6. Retain the title to all data rights in support of the GSA applications.

6. USDA Agrees to:

- 6.1. Provide management and administration of the following
 - 6.1.1. Host DISC Systems:
 - 6.1.1.1. General System Support and Supervision
 - 6.1.1.2. System Software
 - 6.1.1.3. System Configuration
 - 6.1.1.4. System Communications
 - 6.1.1.5. System Security
 - 6.1.2. User DISC Applications:
 - 6.1.2.1. General User Support and Supervision
 - 6.1.2.2. User Access
 - 6.1.2.3. Application Security Controls
 - 6.1.3. Host DISC Site Operations:
 - 6.1.3.1. General Operations and Supervision
 - 6.1.3.2. On-line and Off-line Storage
 - 6.1.3.3. Output at Central Site
 - 6.1.3.4. Communications
 - 6.1.3.5. Tape Handling

- 6.1.3.6. Physical Security
- 6.1.4. Maintain inventory of and hold title to all DISC hardware and DISC system software items supporting GSA except for those items purchased by GSA and where title is held by GSA.
- 6.1.5. Provide other related services as defined by the OCIO DISC Service Catalog.
- 6.1.6. Provide technical support for the day-to-day operation of GSA applications at the hourly rate provided by EAS.
 - 6.1.6.1. The current EAS support contract is ending and is going through the process of procurement for the next contract. Any estimated costs beyond this date are based on estimated, unfinalized labor rates and will be subject to change based on the outcome of the EAS support services acquisition.
- 6.1.7. Provide technical support as specified by approved Task Order, at or below the hourly rate published in the OCIO DISC Service Catalog.
- 6.1.8. Provide maintenance and support functions for the development environment and production subsystems.
- 6.1.9. Starting October 1, 2020 USDA will retain the titles to all required software and hardware purchases for installation on USDA servers within the GSA Conexus environment or on a Conexus team members desktop. USDA purchased software or hardware will be used by GSA as a service.
- 6.1.10. In the event of a Government Shutdown, the Conexus team's ability to continue working during this period is dependent on GSA's needs and financial situation to continue operating and paying for the agreement support. Direction will be provided by GSA OTS Systems Program Manager as to whether personnel can work or not during this period and which positions (if any) are designated and approved to work during this period.

7. **Limited Use of Data and Information:**

- 7.1. All information and data processed or handled by USDA under this agreement is considered to be the property of GSA. Access to the data by users will be specifically authorized by GSA. All USDA employees who have access to any of GSA's data shall sign certificates regarding non-disclosure of information and conflict of interest statements. GSA and USDA are responsible for administering the provisions of the Privacy Act and the Freedom of Information Act (FOIA) as pertaining to this information and data. Any requests for information or data pertaining to the GSA applications that may be received at the USDA will be forwarded to the GSA Project Manager for appropriate action.
- 7.2. The USDA will provide to the GSA Project Manager a list of personnel having access to the information being provided under this agreement. The personnel list will be updated quarterly to ensure that non-disclosure of information and conflict of interest certificates are properly maintained.
- 7.3. The USDA personnel, subcontractors and consultants, shall not divulge or release data or information developed or obtained in the performance of this contract except to authorized Government personnel or upon written approval of the GSA Project Manager. The USDA shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this contract.

8. **Payment Procedures**

- 8.1. Invoices for payment will be on a monthly basis
- 8.2. All reimbursement documents will be forwarded to:
General Services Administration
GSA BCEB
PO Box 419279
Kansas City, MO 64141
- 8.3. The U.S. General Services Administration (GSA), Federal Acquisition Service (FAS), Office of Information Technology Category (ITC), Office of Telecommunications Services (OTS) will be responsible for verifying the accuracy of the billing amounts from USDA.

9. **Approvals**

GENERAL SERVICES ADMINISTRATION

DocuSigned by:

Laura Stanton

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Laura Stanton

Assistant Commissioner, Information Technology Category
Federal Acquisition Service
General Services Administration

9/28/2021

Date

US DEPARTMENT OF AGRICULTURE

Chuck Koelsch, CGFM, MSA, ITIL v4F
Chief, Financial Management Branch
Business Operations Division
Digital Infrastructure Services Center
Office of the Chief Information Officer
United States Department of Agriculture

09/29/2021

Date